

RESOLUTION

20-427

No.

Date of Adoption

AUG 06 2020

Approved as to Form and Legality

JOHN MORELLI CITY ATTORNEY

Councilman/woman

Facsimile content certified by

DAVID SMITH, P.E., ACTING INTERIM DIRECTOR OF
WATER AND SEWER

John Morelli *David Smith*
presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN
ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO JACOBS ENGINEERING GROUP, INC.
IN AN AMOUNT NOT TO EXCEED \$79,000.00 RFP2020-28**

WHEREAS, the City has a need for Super Pulsator Washdown System Design and Bid Services for a period of one (1) year for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant; and

WHEREAS, a request for proposal was advertised, and one (1) proposal was received on June 23, 2020 and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the sole proposal of Jacobs Engineering group, Inc., 299 Madison Avenue, P.O. Box 1936, Morristown, New Jersey 07962-1936 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$79,000.00 have been certified to be available in the following account number(s): 1-05- -55-5500-899 from August 7, 2020 to August 6, 2021; and

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Jacobs Engineering group, Inc., 299 Madison Avenue, P.O. Box 1936, Morristown, New Jersey 07962-1936 for Super Pulsator Washdown System Design and Bid Services in an amount not to exceed \$79,000.00 for a period of one (1) year for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant.
2. This contract is awarded pursuant to the authority set forth in the Local-Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MCBRIDE					VAUGHN	✓			
CALDWELL WILSON	✓				MUSCHAI	✓								
HARRISON	✓				RODRIGUEZ	✓								

AUG 06 2020

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

David Smith
President of Council

John Morelli
City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2020-28
RESOLUTION 20-427**

THIS CONTRACT, made this 6TH day of **AUGUST 2020** by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **JACOBS ENGINEERING GROUP, INC, 299 MADISON AVENUE, P.O. BOX 1936, MORRISTOWN, NEW JERSEY 07962-1936** (CONTRACTOR").

WHEREAS, the City has a need for **SUPER PULSATORT WASHDOWN SYSTEM DESIGN AND BID SERVICES** for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant.

WHEREAS, Contractor agrees to provide **SUPER PULSATORT WASHDOWN SYSTEM DESIGN AND BID SERVICES** for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

SUPER PULSATORT WASHDOWN SYSTEM DESIGN AND BID SERVICES for the City agrees to retain **JACOBS ENGINEERING GROUP, INC, 299 MADISON AVENUE, P.O. BOX 1936, MORRISTOWN, NEW JERSEY 07962-1936** ("the request of and under the general supervision of the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from August 7, 2020 to August 6, 2021 in an amount not to exceed \$79,000.00.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** Resolution #20-427 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant.
- 5. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. MISCELLANEOUS PROVISIONS:

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to

time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



JACOBS ENGINEERING GROUP, INC.
299 MADISON AVENUE
P.O. BOX 1936
MORRISTOWN, NEW JERSEY 07962-1936

DATE

9.14.20

Seal: _____

Attest: Collett C. Daniels
ASS. CORP. SEC.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:


MATTHEW H. CONLON, RMC
MUNICIPAL CLERK

DATE

10-13-2020

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

9.30-2020

C. Site Tour

Prospective consultants/contractors are highly encouraged to attend one site tour on June 18, 2020 at 10 AM or June 19, 2020 at 10 AM, at the Water Filtration Plant, Route 29 South, Trenton NJ. Directions will be given upon RSVP. RSVP must include each individual attending and must be given at least 48 hours in advance. RSVP to Theresa Ponella at tponella@trentonnj.org.

Special note about site tour: In accordance with City of Trenton COVID-19 policy, face masks shall be worn at all times while inside the Filtration Plant and other City buildings. Each Respondent shall send at most 2 representatives. Each tour will be limited to a maximum of 10 participants.

2. SCOPE OF WORK

TASK I – DESIGN SUPERPULSATATOR (SUPERP) WASHDOWN SYSTEM

Task 1 shall be completed within 45 calendar days of issuance of Notice to Proceed. Assume TWW will provide comments on preliminary draft within 7 calendar days of receipt.

1. Kick off meeting with TWW staff at the Water Filtration Plant to learn the current SuperP cleaning process, timelines, and necessary improvements.
2. Review different SuperP washdown system design recommendations utilizing findings in the 2018 report and prior experience with similar projects. Inspect the existing SuperP infrastructure and collect data necessary to design a washdown system.
3. Create a preliminary design, specifications, and cost estimate. Discuss design with TWW staff. Incorporate comments into final design.
4. Present a summary of the design process and results to TWW staff in one meeting at the Water Filtration Plant or through virtual meeting.
5. Finalize design, specifications, and cost estimate based on input from TWW staff.
6. Provide 20 copies and 1 electronic copy (in editable format) of the final plans and specifications with all applicable City documents incorporated.

TASK II – PROVIDE BID SERVICES

1. Coordinate with City Division of Purchasing to advertise bid for construction.
2. Provide written responses to all properly submitted questions or requests for clarifications submitted by prospective bidders. Review all bids found non-defective by the City of Trenton and evaluate bidder's experience, ability to perform work and any other relevant aspect of bid.
3. Prepare pre-bid meeting agenda and meeting minutes.
4. Provide bid addenda documentation, as required.
5. Prepare a bid report that includes a summary of bids and the results of the review and evaluation noted above.
6. Deliver to TWW three paper copies and 1 electronic (pdf) copy of the bid report.